

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

REQUEST FOR QUOTES AND QUALIFICATIONS

For

**RADIO-FREQUENCY IDENTIFICATION (RFID)
TOLLING TECHNOLOGY PROCUREMENT**

ACQ-2013-1107-RFQQ

Released: November 19, 2013

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1 GENERAL INFORMATION

The Washington State Department of Transportation (WSDOT) is issuing this Request for Quotes and Qualifications (RFQQ) to establish one or more contracts for the purpose of purchasing Radio Frequency Identification (RFID) transponders, transponder readers, ancillary equipment, and support services, on an as needed basis, at the discretion of WSDOT.

1.1 BACKGROUND

1.1.1 Toll Transportation Facilities

WSDOT currently operates three Toll Transportation Facilities as shown in Figure 1 below:

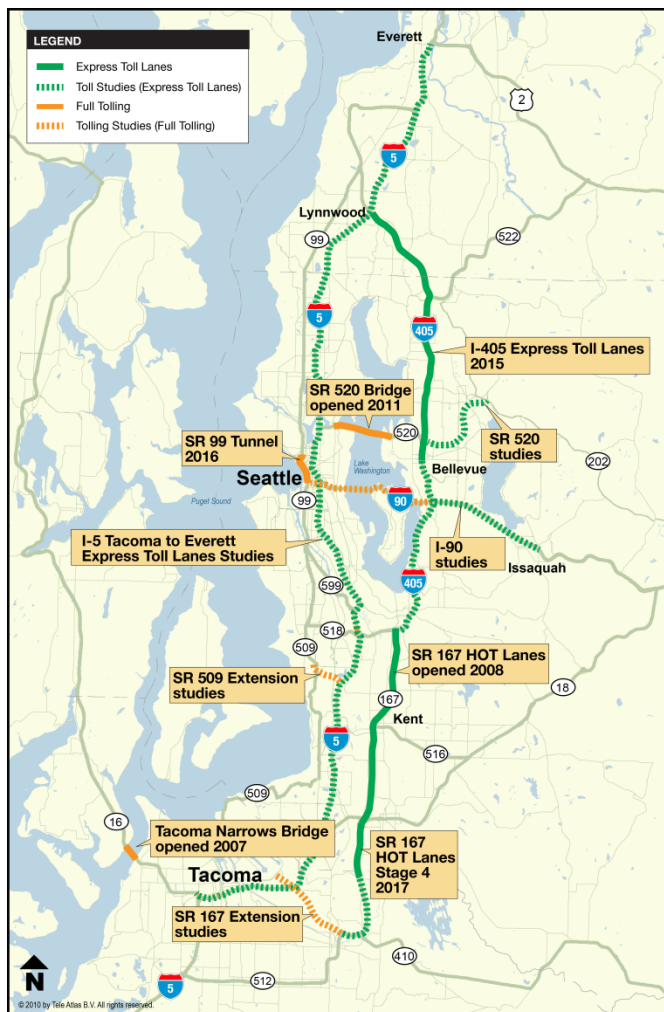


Figure 1- WSDOT Toll Transportation Facilities

- Tacoma Narrows Bridge (TNB): The single toll plaza at TNB consists of six manual lanes and four open road tolling (ORT) lanes. The ORT lanes allow a vehicle equipped with a transponder to pay the toll without stopping. Vehicles that are not equipped with transponders are required to pay the toll at a manual lane. Vehicles that

use the ORT lanes and are not equipped with transponders are sent a Pay By Mail bill.

- SR 167 High Occupancy Toll (HOT) Lanes: SR 167 offers solo drivers the option to pay a variable, electronic toll for a faster trip in the HOT lane when space is available. Solo drivers must equip their vehicle with a transponder or be considered a violator. Carpools of two or more people, vanpools, buses and motorcycles may use the HOT lane toll-free and currently do not need a transponder. HOV vehicles equipped with transponders must ensure that their transponder cannot be read or they will be charged a toll. There are six northbound and four southbound toll points.
- The SR 520 Bridge is an all-electronic tolling facility. There are no toll booths so drivers pay the toll through a *Good To Go!* account or Pay By Mail bills sent to the vehicle's registered owner.

1.1.2 Future & Planned Facilities

The first phase of I-405 express toll lanes is currently being constructed in the 17-mile stretch between NE 6th Street in Bellevue and I-5 in Lynnwood, with a planned opening date of mid-2015. Express toll lanes will better use the existing I-405 highway lanes and provide drivers with a more reliable trip. These lanes will use dynamic toll rates, which change based on real-time demand and congestion.

In summer 2013, the world's largest-diameter tunneling machine began a historic journey beneath downtown Seattle. Its purpose: dig a tunnel to replace the SR 99 Alaskan Way Viaduct, a double-deck highway that has spanned the downtown waterfront for more than half a century. This is another authorized toll project.

1.1.3 Currently Deployed RFID Technology

WSDOT has installed 900 MHz RFID based RFID technologies at its toll facilities in the State using the following Dedicated Short Range Communication (DSRC) protocols:

ISO 18000 6C (also known as 18000-63)

Super eGo® (SeGo) protocol

These technologies are currently installed and operating at the Tacoma Narrows Bridge, the SR 167 HOT Lanes and SR 520 toll facilities. Under the Good To Go!™ program, WSDOT has issued over 500,000 active transponders to date. See <http://www.wsdot.wa.gov/GoodToGo/passes.htm>

Throughout the existing facilities WSDOT utilizes a variety of multi-protocol readers capable of reading multiple protocols. Currently each facility operates using the following readers:

Tacoma Narrows Bridge (TNB): [TransCore – Encompass 6 Reader]

SR 167 HOT Lanes: [3M – ID 5204]

SR 520 Bridge: [3M – ID 5204]

SR 520 Temporary Toll System (in deployment): [3M – ID 5204]

I-405 Express Toll Lanes (in deployment): [3M – ID 5204]

1.1.4 Vehicle Occupancy Based Tolling

Occupancy based tolling charges a varied toll rate depending on the number of occupants in the vehicle. WSDOT anticipates that other HOV lanes may be converted to Express Toll Lanes (ETLs) where vehicles will be given a discount based on the number of occupants.

Currently on the Washington SR 167 HOT Lane Pilot project, only vehicles paying to use the converted HOV lane are required to have a transponder. HOVs are not charged. HOVs equipped with transponders must disable their transponders to obtain free passage.

However, going forward WSDOT wishes to change how multiple occupancy vehicles are tracked. WSDOT seeks to equip vehicles with transponders that allow a driver to push a button or slide a switch to self-declare the number of persons in the vehicle. The vehicle is then charged based upon the transponder setting. Those vehicles without transponders could be automatically issued a Pay By Mail bill depending on the business rules for the individual Toll Transportation Facility.

1.2 OBJECTIVE

The objective of this solicitation is to establish one or more contracts for the purchase of transponders, transponder readers, ancillary equipment, and related support services.

1.21 RFID Protocol Requirements

WSDOT is looking to purchase RFID technology solutions that support: ISO 18000 6C, California Title 21, or other standard North American transponder protocols. Based upon the results of this acquisition, WSDOT shall determine, at its sole discretion, which combination of RFID technologies best meet the programmatic, customer, operational, and technical needs of the tolling program in a cost effective manner.

1.2.1.1 RFID Transponders

Transponders shall conform to Version 1.0 of the ISO 18000 6C Tolling AVI Transponder Programming Standard. Transponders shall be certified to be 6C compliant by OmniAir™ Certification Services. Proposed transponders may provide single or multiple protocol capabilities as available from the Vendor(s).

Transponders shall be available in the following form factors, as available from the Vendor(s):

Interior Mounted Sticker Transponder;
Interior Mounted HOV Self Declaration Transponder (2 or 3 stages); and
Any other tolling related form factor.

1.2.1.2 Vehicle Occupancy Based Tolling – Declaration Transponders

Occupancy based tolling charges a reduced or \$0.00 toll rate depending on the number of occupants in the vehicle. WSDOT anticipates that existing HOV lanes may be converted

to Express Toll Lanes (ETLs) where vehicles will be required to have a valid transponder to earn the discount.

Toward this end, WSDOT is seeking a transponder technology that allows patrons to declare their occupancy. The vehicle is charged based upon the transponder setting. Those vehicles without transponders will be automatically issued a Pay by Mail bill.

1.2.1.3 RFID Readers and Ancillary Equipment

WSDOT is seeking multi-protocol reader equipment (including in-lane readers, handheld readers, antennas, software, cables, manuals, and all other ancillary equipment) that meet all of the following criteria:

- Are able to read and write to transponders
- Communicate using Version 1.0 of the ISO 18000 6C Tolling AVI Transponder Programming Standard, Super eGo®, Title 21, Kapsch TDM (IAG) or other transponder protocol technology.
- Certified to be 6C compliant by OmniAir Certification Services
- Correctly detect and read 99.9 percent of all properly installed Transponders on all detected vehicles at speeds from 5 mph up to and including 100 mph.

If a Vendor requires additional time to obtain certification from OmniAir Certification Services, a Certification Plan (including a schedule) may be submitted as a placeholder. WSDOT reserves the right to exclude from consideration any component that is not certified. Further, WSDOT reserves the right to cancel or suspend any contract or selection in the event that certification is not achieved in accordance with the Certification Plan. WSDOT shall not be responsible for any costs related to the certification whether or not certification is achieved.

The multi-protocol readers may provide two or more protocol capabilities, as available from the Vendor(s).

Along with certification, certificates of factory testing, warranties, and documentation concerning installation, operation and maintenance will need to be supplied for all vendor equipment provided.

Vendor will be required to provide the following on-going support services:

- Integration support to assist WSDOT or its designated representative, in the integration of the RFID technology at WSDOT tolling facilities
- Maintenance support to assist WSDOT or its designated representative, in the maintenance of the RFID technology
- Firmware Updates for the transponder readers, as they become available, over the duration of the contract
- Training of WSDOT or its designated representative, in the integration, operation and maintenance of the transponder technology (Two Seattle based training classes shall be included in the bid.)

1.3 CONTRACT TERM

Awarded contracts will be effective upon the date of execution for an initial term of (1) year with nine (9), One (1) year renewals.

1.4 DEFINITIONS

The following terms as used throughout this RFQQ shall have the meanings set forth below.

“Business Days and Hours” shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Standard Time (or Pacific Daylight Time when applicable), except for holidays observed by the State of Washington.

“Confidential Information” shall mean information that is exempt from disclosure to the public or other unauthorized persons under either chapter RCW 42.56 or other state or federal laws. Confidential Information may include, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit and debit card information, driver’s license numbers, medical data, law enforcement records, source code or object code, security data, or any related payroll/labor data.

“Calendar Days” shall mean shall mean a day reckoned from midnight to midnight.

“Effective Date” shall mean the date the Contract is in full force and effect, which is the date written on the cover page of this Contract.

“Express Toll Lanes” shall mean traffic lanes, designated for quantity-specific, High Occupancy Vehicular (HOV) traffic, that are authorized to regulate access in order to maintain travel speed and reliability; and collect tolls from registered owners of vehicles that do not meet the quantity-specific occupancy requirement designated at the date and time of use.

“Good To Go! TM” shall mean WSDOT’s Electronic Toll Collection Program.

“High Occupancy Toll Lanes” shall mean one or more lanes of a highway that charges tolls as a means of regulating access to or the use of the lanes in order to maintain travel speed and reliability. HOT Lane supporting facilities include, but are not limited to, approaches, enforcement areas, improvements, buildings, and equipment.

“HOT Lanes” shall mean High Occupancy Toll Lanes as defined in the Revised Code of Washington (RCW) Chapters 47.56.401 and 47.56.403, and more specifically, the SR 167 HOT Lanes Pilot Project located on SR 167 between Auburn and Renton, Washington.

“High Occupancy Vehicle” (“HOV”) shall mean a public agency bus or vanpool or a carpool vehicle with minimum occupancy requirements that may vary from two to four persons depending upon the posted roadway HOV signage, as set forth in WAC 468-510-010.

“ISO 18000 6C” shall mean a standard for Dedicated Short Range Communication (DSRC) protocol for radio frequency identification (RFID) devices operating in the 900 MHz range.

“Lane Transaction”: A time-framed event occurring in the toll lane representing either a cash or electronic toll. The transaction is identified by all or a combination of the following parameters; location, time, date, vehicle class, vehicle ID, toll amount, etc.

“(M)” Whenever appearing in this document, it indicates a mandatory requirement for the Vendors submitting proposals. Disqualification may occur if Vendors do not fulfill the stated requirement.

“Proposal” shall mean a written offer to perform a contract to provide goods or services to the State in response to an RFQQ or other acquisition process.

“Purchaser” shall mean the state of Washington, Department of Transportation, any division, section, office, unit or other entity of Purchaser or any of the officers or other officials lawfully representing Purchaser.

“RCW” shall mean the Revised Code of Washington.

“RFQQ” shall mean the Request for Quotations and Qualifications.

“Roadway Toll System” or **“RTS”** A system of toll equipment (located at the roadside, in the lane, or other location), that collects toll transaction data via Radio Frequency Identification Device (RFID or transponder) technology or by photo (using optical character recognition) technology and transmits this information to a central back-office system for billing purposes.

“Segment” shall mean a portion of roadway from one Toll Point to the next.

“SOW” shall mean Statement of Work.

“State of Washington” Unless otherwise restricted, includes all members of the State of Washington, State Purchasing Cooperative including where applicable: State agencies, political subdivisions of Washington qualified non-profit corporations, institutions of higher education (e.g., colleges, universities, community & technical colleges) who choose not to purchase independently under RCW 23.B.10.029.

“Subcontractor” shall mean one not in the employment of Vendor, who is performing all or part of the business activities under this RFQQ under a separate contract with Vendor. The term “Subcontractor” means Subcontractor(s) of any tier.

“Super eGo®” shall mean the one of the two proprietary protocols developed by TransCore on which the eGo® Plus transponder operates in the 900 MHz range; also known as SeGo®.

“Toll Transportation Facility” shall mean an authorized, geographically-specific, portion of roadway from one Toll Facility Boundary to the next, consisting of one or multiple zones within that toll facility’s boundary; facility whose purpose is to collect and process WSDOT tolls and detect and process toll violations. A toll facility includes all traffic and, bridge lanes requiring tolls, and any related tollbooths and operational buildings or structures.

“Transponder” shall mean the in-vehicle RFID device which allows the customer to be identified as it passes through a toll point.

“**Vendor**” shall mean, as the context requires, *[Vendor]*, its employees and agents; any firm, provider, organization, individual, or other entity performing the business activities under this RFQQ; and any subcontractor retained by Vendor as permitted under the terms of this RFQQ.

“**Vendor Account Manager**” shall mean a representative of Vendor who is assigned as the primary contact person whom the Purchaser Contract Manager shall work with for the duration of the awarded Contract and as further defined in the section titled **Vendor Account Manager**.

“**Vendor Contracting Officer**” shall mean *[title of Vendor officer with signature authority]*, or the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this RFQQ, an authorized representative of Vendor Contracting Officer acting within the limits of his/her authority.

“**WSDOT**” shall mean Washington State Department of Transportation.

“**WSDOT Contract Administrator**” shall mean that WSDOT employee designated to receive legal notices, and to administer, amend, or terminate this Contract.

“**WSDOT Contract Manager**” shall mean the agency employee identified as the Staff Development Manager designated to manage and provide oversight of the day-to-day activities under the Contract. The WSDOT Contract Manager shall be the primary contact with Vendor concerning Vendor’s performance under the Contract; Provided that, the WSDOT Contract Manager does not have authority to accept legal notices on behalf of WSDOT or amend this Contract.

1.5 RFQQ COORDINATOR

Upon release of this RFQQ, all Vendor communications concerning this acquisition must be directed **only** to the RFQQ Coordinator listed below. Unauthorized contact with other State employees regarding this RFQQ may result in disqualification. Any oral communications will be considered unofficial and non-binding on WSDOT. Vendors should rely only on written statements issued by the RFQQ Coordinator.

Brittany Westbrooke
RFQQ Coordinator

Phone: (360) 705-7741
Fax: (360) 705-6838
E-mail:
westbrb@wsdot.wa.gov

Mailing Address:
PO Box 47408
Olympia, WA 98504-7408

Shipping/Delivery Address:
310 Maple Park Ave SE,
2B1
Olympia, WA 98501

1.6 ACQUISITION SCHEDULE

<u>Event</u>	<u>Date / Time</u>
Release RFQQ to Vendors	November 19, 2013
Vendor Questions Due	November 26, 2013/12:00 PM

<u>Event</u>	<u>Date / Time</u>
Written Responses to Vendor Questions Released	December 4, 2013/4:00 PM
Vendor Letter of Intent to Submit Proposal	December 6, 2013/12:00 PM
Vendor Responses Due	December 30, 2013/12:00 PM
Notification of Apparently Successful Vendor(s)	January 10, 2014/4:00 PM
Vendors Request Optional Debriefings	January 15 , 2014/4:00 PM
Hold Vendor Optional Debriefing Conferences	January 16-17, 2014
Execute Contract (on or before)	January 2014

Times given are for Pacific Standard Time (PST) or Pacific Daylight Time (PDT), as appropriate.

1.7 LETTER OF INTENT TO SUBMIT PROPOSAL

(M) A letter indicating the Vendor's intent to respond to this RFQQ shall be received by the RFQQ Coordinator at the address specified in Section 1.5 of this RFQQ, no later than the date and time listed in the *Acquisition Schedule* (Section 1.6). The Vendor may submit the Letter of Intent to Submit Proposal by U.S. Postal Service or e-mail. By submitting this letter, the Vendor accepts the procedure, review criteria, and the administrative instructions of this RFQQ.

The letter shall include the following information:

- A. Vendor name
- B. Name and title of Vendor's authorized representative for this RFQQ (This representative shall also be named the authorized representative identified in the Vendor's Proposal.)
- C. Address
- D. Telephone number
- E. Fax number
- F. E-mail address
- G. Statement of intent to propose
- H. Proof of Insurance

Only Vendors submitting a Letter of Intent to Submit Proposal by the due date and time will receive amendments and other information regarding this RFQQ.

1.8 RFQQ AMENDMENTS/CANCELLATION

WSDOT reserves the right to change the *Acquisition Schedule* (Section 1.6) or issue amendments to this RFQQ at any time during the acquisition process. WSDOT also reserves the right to cancel or reissue this RFQQ.

1.9 ERRORS IN VENDOR RESPONSES

WSDOT will not be liable for any errors or omissions in Vendor's Response. Vendor will not be allowed to alter Response documents after the RFQQ Response due date identified in the *Acquisition Schedule*(Section 1.6).

WSDOT reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any Response.

1.10 NO OBLIGATION TO BUY/RESPONSE REJECTION

WSDOT reserves the right to refrain from contracting with any Vendor. The release of this RFQQ does not obligate WSDOT to purchase Equipment or Services. Furthermore, WSDOT reserves the right to reject any or all Responses at any time without penalty.

1.11 WITHDRAWAL OF RESPONSES

Vendors may withdraw a Response that has been submitted at any time up to the Response due date and time as set out in the *Acquisition Schedule* (Section 1.6). A written request signed by an authorized representative of the Vendor must be submitted to the RFQQ Coordinator by postal mail or in person. After withdrawing a previously submitted Response, the Vendor may submit another Response at any time up to the Response due date and time (see *Acquisition Schedule*).

1.12 NON-ENDORSEMENT

The award of this Contract to a Vendor is not in any way an endorsement by WSDOT of the Vendor or Vendor's Services, and shall not be construed as such by Vendor in any advertising or other publicity materials.

By submitting a Response to this RFQQ, the Vendor agrees to make no reference to WSDOT in any literature, promotional material, brochures, sales presentations or the like without the prior written consent of WSDOT.

1.13 MINORITY AND WOMEN BUSINESS ENTERPRISES CONSIDERATION

Vendors who are certified by the state of Washington as Women Owned Business Enterprises or Minority Owned Business Enterprises are encouraged to respond. Businesses certified by the Office of Minority and Women's Business Enterprises do not receive preference when Responses are evaluated.

1.14 COST OF PREPARING RESPONSES

WSDOT is not liable for any costs incurred by Vendor in the preparation and presentation of Responses submitted in response to this RFQQ.

1.15 VENDOR QUESTIONS

Specific questions concerning this RFQQ must be submitted, in writing, to the RFQQ Coordinator by the date and time set forth in the *Acquisition Schedule* (Section 1.6). Only written questions will receive official written responses. Questions may be transmitted by electronic mail. Copies of all written questions and WSDOT responses will be posted on the WSDOT website at: <http://www.wsdot.wa.gov/Business/Contracts/default.htm> and on Washington's Electronic Business Solution at: <https://fortress.wa.gov/ga/webscust/home.html>

It will be the Vendor's responsibility to monitor this website during preparation of their response. Only posted answers to questions will be considered official.

1.16 OPTIONAL VENDOR DEBRIEFING CONFERENCE

Vendors submitting a response to this RFQQ may request a debriefing to discuss their response. These debriefings will be held on the dates specified in the *Acquisition Schedule* (Section 1.6). The request must be in writing, addressed to the RFQQ Coordinator and may be transmitted by electronic mail. The RFQQ Coordinator must receive this request by the date and time specified in the *Acquisition Schedule* (Section 1.6).

The optional debriefings will **not** include any comparisons of the Vendor's response with any other Vendor's response. Each debriefing will be up to thirty (30) minutes in length. The debriefing may be conducted via telephone.

1.17 PROTESTS

Upon completion of a debriefing conference, a Vendor is allowed three (3) business days to file a formal written protest of this acquisition with WSDOT.

Further information regarding the filing and resolution of protests is contained in Appendix A: *Complaint and Protest Procedures*. Only those Vendors who select to have a debriefing conference may submit a protest.

1.18 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Clearly mark every page of any portion(s) of your proposal which contains proprietary information. You may not mark the entire proposal as copyrighted, proprietary or confidential. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the bidder, will be disqualified and removed from consideration. If your proposal is successful and WSDOT receives a request to view or copy your proposal, WSDOT shall respond according to public disclosure procedures described in this RFQQ. However, if any information is marked as proprietary or confidential in your proposal, WSDOT shall not make that portion available without giving you an opportunity to seek a court order preventing disclosure. Your proposal is not proprietary.

Materials submitted in response to this competitive procurement shall become the property of WSDOT.

All proposals received shall remain confidential until the contract, if any; resulting from this RFQQ is awarded, i.e. signed and approved by all parties. Thereafter, the proposals shall be deemed public records as defined in [RCW 42.56.001](#) to [42.56.903](#), “Public Records.”

Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of Chapter [42.56 RCW](#) must be clearly designated as described herein.

WSDOT will not disclose RFQQ records until a Notice of Intent to Award is issued. At that time, all information about the competitive procurement is disclosable with the exception of:

Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure.

WSDOT will charge for copying and shipping any copies of materials requested as outlined in Washington Administrative Code (WAC) [468-06-090](#). Address requests for copying or inspecting materials to the [RFQQ Coordinator](#) named in this RFQQ.

WSDOT will retain RFQQ records in accordance with Washington State and WSDOT Records Retention Schedules.

WSDOT will consider a Vendor’s request for exemption from disclosure; however,

WSDOT will make a decision predicated upon Chapter [42.56 RCW](#) and [WAC 200-300-115](#).

1.19 PAYMENT ADVANCES

The Constitution of the State of Washington prohibits payments in advance for anticipation of receipt of goods or services. Vendors are paid after services and products are delivered and accepted.

1.20 WORKER’S COMPENSATION COVERAGE

The Vendor will, at all times, comply with all applicable workers’ compensation, occupational disease and occupational health and safety laws, statutes and regulations to the full extent applicable. Neither the State of Washington nor WSDOT will be held responsible in any way, for claims filed by the Vendor or their employees for service(s) performed under the terms of this contract awarded from this RFQQ.

2 **SCOPE OF WORK**

The scope of work is comprised of two major elements: 1) supply transponders and readers (including in-lane readers, handheld readers, antennas, software, cables, manuals, and all other ancillary equipment) and 2) provide support services related to the RFID technology provided by the Vendor. Details of the equipment and service requirements are described in Appendix B:

2.1 **EQUIPMENT**

The Vendor shall manufacture, factory test, and deliver transponders, readers, and ancillary equipment that meet the technical requirements provided in Appendix B: .

2.2 **MANDATORY SERVICES**

The Vendor shall provide the services listed below to WSDOT or its designated representative for the duration of the Contract (details of the service requirements are described in greater detail in Appendix B.

- A. **RFID Technology Testing and Certification (M):** Vendor shall certify and provide testing documentation on which protocols are supported by each of the transponders and readers to be supplied by the Vendor and compliance with Appendix B.
- B. **Integration Support (M):** Vendor shall provide technical support and advice to WSDOT or its designated representative, during the integration and duration of the Vendor supplied transponders, readers, and ancillary equipment into Toll Collection Systems at any WSDOT Toll Transportation Facility at no additional cost.
- C. **Maintenance Support (M):** Vendor shall provide on-going maintenance support and advice to WSDOT or its designated representative at no additional cost for the duration of the Contract.
- D. **Firmware Updates (M):** Vendor shall make available to WSDOT or its designated representative, all changes, updates or modifications to the firmware and software of the transponder reader at no additional cost for the duration of the Contract.
- E. **Training (M):** Vendor shall conduct two (2) training sessions on the technology over the duration of the Contract.

3 **PROPOSAL CONTENT**

Vendor must provide to the RFQQ Coordinator two (2) copies with original signatures, eight (8) copies and one (1) CD-ROM, formatted in Microsoft Word 2003 or newer, of Vendor's complete proposal to the RFQQ Coordinator. Proposal must be printed in 12-point font on standard recycled 8 ½ x 11-inch paper using separators for the major sections of the proposal. Each copy shall be bound by binder clips or three ring binders. **Do not use "spiral" bindings.** The sections of the proposal are to be submitted in the order noted below:

- A. Letter of Submittal
- B. Signed *Certifications and Assurances Form* (Appendix C: *Certifications and Assurances Form* to this RFQQ)
- C. Proposal
- D. Cost Proposal

The proposal should be prepared simply and economically, providing a straightforward and concise description of the Vendor's ability to meet the requirements of this RFQQ. Do not use fancy bindings, colored displays or promotional material. Standard company brochures are not to be included in the proposal. Emphasis should be on completeness and clarity of content.

The proposal, whether mailed or hand delivered, must be received by the RFQQ Coordinator at the address specified no later than the date and time specified in the *Acquisition Schedule* (Section 1.6). Late proposals shall not be accepted and shall *automatically* be disqualified from further consideration. The method of delivery shall be at Vendors discretion and sole risk to assure delivery at the designated office. Faxed or emailed proposals will not be accepted and will be disqualified.

WSDOT assumes no responsibility for delays caused by the U.S. Postal Service, or other delivery systems regarding any documents relating to this RFQQ. Time extensions will not be granted. Documents received after the specified deadline will be deemed as non-responsive and will not be accepted, reviewed, or evaluated.

3.1 LETTER OF SUBMITTAL

(M) The Letter of Submittal and the *Certifications and Assurances Form* (Appendix C: *Certifications and Assurances Forms* to this RFQQ) must be signed and dated by a person authorized to legally bind the Vendor to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Vendor and any proposed subcontractors:

- A. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom Contract would be written.
- B. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- C. Legal status of the Vendor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- D. Federal Employer Tax Identification number or Social Security number and the Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.

- E. Location of the facility from which the Vendor would operate.
- F. Identification of any state employees or former state employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Vendor's organization. If following a review of this information, it is determined by the Agency that a conflict of interest exists, the Vendor may be disqualified from further consideration for the award of a Contract.
- G. Agreement that Vendor will provide proof of insurance from the Vendor's insurance carrier, outlining the extent of the Vendor's liability coverage.

3.2 PROPOSAL

The proposal must contain a comprehensive description of equipment, services and experience addressing the following elements:

A. (M) Equipment (no page limit)

The equipment section of the Vendor's proposal shall address the following areas and provide the requested information:

- a. Description of the transponder and reader equipment to be supplied by the Vendor. WSDOT anticipates that prospective Vendors shall supply transponders and transponder readers that provide one or more of the requested DSRC protocols that operate in the 900 MHz. Vendors shall indicate which of their products provide any of the requested DSCR protocols that operate in the 900 MHz. If the Vendor's product can support multiple protocols, the Vendor shall indicate which protocols are supported and any limitations on operating multiple protocols at the same tolling point.
- b. Completed *Transponder Toll Technical Compliance Matrix* as found in Appendix D: *Transponder Based Toll Technology Technical Requirements Compliance Matrix* for each transponder and reader models to be provided.
- c. Product cut sheets for transponders, readers and ancillary equipment with Vendor's submittal.
- d. Provide three (3) functioning transponders of each model to be provided with the Vendor's submittal (packaged separately). All 6C transponders shall be programmed according to Version 1.0.
- e. Description of the ancillary equipment to be provided by the Vendor including applicable product cut sheets.
- f. Copy of the Vendor's equipment warranty provisions for all proposed transponders, transponder readers and ancillary equipment.

- g. Description of the of Vendor's factory testing process for transponders and transponder readers and a copy of a typical factory testing certification statement that would be provided upon delivery of the equipment.
- h. Description of the Vendor's capacity to provide up to a million transponders within one calendar year and lead time required to place an order of this size.

B. (M) Mandatory Services (limited to 10 pages)

The services section of the Vendor's proposal shall address the following areas:

- a. Description of Vendor's approach to providing RFID technology verification testing and certification
- b. Description of Vendor's approach to providing integration support services
- c. Description of Vender's approach to providing maintenance support after the warranty period for the duration of the Contract
- d. Description of Vendor's approach to providing firmware and software updates for the transponder readers
- e. Description of Vendor's approach to providing training services

C. (M) References/Experience (no page limit)

A completed *Customer References Contacts* form found in Appendix E: *Customer Reference Contacts* listing business references for which similar equipment and services have been provided within the last four years. Briefly describe the type of equipment and services provided. The Vendor must grant permission to WSDOT to contact the references. Do not include current WSDOT staff as references.

D. Financial and Business Requirements

a. (M) Financial Information

This section is scored on a pass/fail basis. Failure to respond to any mandatory requirements will be viewed as non-responsive and the proposal shall be disqualified. Vendor must provide all information requested in the exact order specified below:

i. (M) Financial Statements

Vendor's last three (3) years of comparative financial statements or annual reports with the name, address and telephone number of a contact in the company's principal financing or banking organization.

ii. (M) Alternatives for Non-Public Corporations

If the Vendor is not a publicly held corporation, Vendor must also supply the following information:

1. **(M) Business Description**

Description of the proposing organization, including size, longevity, client base, areas of specialization and expertise and any other pertinent information in such a manner that would enable proposal evaluators to determine the stability and financial strength of the organization.

2. **(M) Banking Reference**

- a) Reference from the company's current bank
- b) Credit rating report and name the rating service. The credit rating report must identify the credit rating score.

iii. **(M) Federal Employer Tax Identification (TIN) Number**

Vendor's Federal Employer Tax Identification number.

iv. **(M) Washington Uniform Business Identification (UBI) Number**

Vendor's UBI number issued by the State of Washington Department of Revenue. A UBI number is a nine-digit number that registers you with several state agencies and allows you to do business in Washington State. A UBI number is sometimes called a tax registration number, a business registration number, and a business license number. Please visit the Washington State Department of Revenue's website below for more information on business registration requirements.

<http://dor.wa.gov/Content/DoingBusiness/RegisterMyBusiness/Default.asp>

If you do not have a UBI number, you must indicate in your response to this section "<Vendor Name> confirms that we will register for a UBI number within ten (10) business days of notification of Contract award"

b. **(M) Business Description and Organization**

Vendor must provide:

i. **(M) Business Identification**

Overview of the Vendor, including but not limited to the following:

- 1. Vendor's name and address and main business location
- 2. State the location of the facility from which the Vendor would operate, the telephone, fax and email address
- 3. Vendor's start-up date
- 4. Summary of Vendor's pertinent expertise, skills, client base and services that are available for this project

ii. **(M) Company Officers**

- 1. The names, addresses and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).

2. The name, the title or position, address, email address, fax and telephone numbers of the individual who would have primary responsibility for the Contract resulting from this RFQQ.

3. The name of the individual(s) within the Vendor organization will have prime responsibility and final authority for the work under the proposed Contract.

4. The names of other individuals providing service on the project.

iii. **(M) Legal Status**

Vendor's legal status (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now exists.

iv. **(M) Previous State Contracts**

The name of the State agency, the contract number and a description of work done and/or provide other information available to identify the contract, for any contracts Vendor or any party associated with the Vendor previously contracted with the State of Washington during the past 24 months.

v. **(M) Former Employee Status**

The name, State agency previously or currently employed by, job title or position held, and separation date of any employee of the Vendor or Subcontractor who was an employee of the State of Washington during the past 24 months or is now an employee of the State of Washington.

vi. **(M) Sub-Contracting**

Resume of sub-contractors, if any functions will be performed by a subcontractor (any person not in the full time employ of the Vendor or consulting Vendor and who will act as primary Vendor in providing the external consulting services). The subcontractors' resume(s) will display the word "SUB-CONTRACTOR" in bold letters clearly printed across the top of the first page.

WSDOT will accept Responses that include third party involvement only if the Vendor submitting the Response agrees to take complete responsibility for all actions of such Subcontractors.

WSDOT reserves the right to approve or reject any and all Subcontractors that Vendor proposes. Any Subcontractors engaged after award of the Contract must be pre-approved, in writing, by WSDOT.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 RCW. Vendors should familiarize themselves with the statutory requirements prior to submitting a Response.

vii. **(M) Contract Terminations**

Description of any instance where Vendor or any subcontractors had a contract terminated for default in the past five years. Termination for default is defined as notice to stop performance due to non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the Vendor, or (b) litigated and such litigation determined that the Vendor was in default.

Submit full details of the terms for default. Identify the other party, its name, address, and telephone number. Present the Vendor's position on the matter. WSDOT will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If the Vendor or any of their subcontractor(s) has experienced no such termination for default in the past five (5) years, indicate accordingly.

viii. **(M) Insurance**

1. **(M) Proof of Insurance**

Proof of insurance from the Vendor's insurance carrier, outlining the extent of the Vendor's liability coverage.

Vendor shall, at its own expense, obtain and keep in force liability insurance during the term of the contract. The Vendor shall furnish evidence to WSDOT within fifteen (15) days of receipt of notice of award, in the form of a Certificate of Insurance that insurance will be provided.

2. **(M) Liability Insurance**

Statement that Vendor currently holds insurance that meets or exceeds the limits set forth in the sample Contract or they agree to acquire the necessary insurance within fourteen (14) working days of Contract execution.

3. **(M) Insurance Provisions**

Certification that Vendor's insurance policies include the following provisions:

- a) **Additional Insured.** The State of Washington and all authorized contract users shall be specifically named as an additional insured on all policies. All policies shall be primary over any other valid and collectable insurance.
- b) **Material Changes.** Forty-five (45) calendar day written notice shall be given to the State prior to termination of or any material change to Vendor's insurance policy(ies) as it relates to this Contract, provided that thirty (30) calendar days written notice shall be given for surplus line insurance cancellation for nonpayment of premiums. Such notice shall not be less than ten (10) calendar days prior to such date.

- c) **Identification.** Policy must reference the State's Contract number and name WSDOT.
- d) **Insurance Carrier Rating.** Insurance is to be placed with a carrier that has a Best's rating of A- or higher. The risk manager for the state of Washington must approve any exception.
- e) The insurance provider must be authorized to do business within the state of Washington.
- f) **Excess Coverage.** Limits of all Vendor's insurance required to be shall be no less than the minimum amounts specified in the Contract. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Vendor from liability in excess of such limits.

c. **(M) Terms and Conditions**

The selected Vendor is expected to enter into a Contract that is substantially the same as the sample Contract and its general terms and conditions attached as [Appendix F: Sample Contract](#). In no event can a Vendor submit its own standard contract terms and conditions in response to this solicitation. WSDOT will review requested exceptions and accept or reject the same at its sole discretion but ONLY MINOR MODIFICATIONS AND/OR ADDITIONS will be open to negotiation.

A Vendor may submit changes to the content of the Contract as presented in Appendix F: *Sample Contract*. **The Vendor must provide one of the two following statements in response to this section:**

"<Vendor Name> accepts the terms of XXXX Contract"

or

"<Vendor Name> accepts the terms of the XXXX Contract, EXCEPT FOR those areas identified in Exhibit D to this RFQQ Proposal."

If Vendor seeks to make exceptions, modifications, and/or additions to the Contract, they shall be included as Exhibit D to the Proposal. Identify each proposed exception, modification, and/or addition in the following format:

1. State the page number of this RFQQ
2. State the Contract paragraph in full
3. State the proposed revised paragraph verbiage in full

The Vendor must also clearly identify all submitted exceptions, modifications and/or additions as to one of the two categories:

1. **Mandatory:** A Vendor submitting a mandatory exception, modification, and/or addition, is declaring that the change is a requirement within its proposal. If the change is not acceptable to WSDOT, then the Vendor does not want its proposal to be considered or evaluated by WSDOT.
2. **Proposed:** A Vendor submitting a proposed exception, modification, and/or addition, is asking that WSDOT consider it, and if acceptable to WSDOT, include the proposed wording in any resulting Contract.

Acceptance of the terms and conditions as stated in the Contract is an evaluation criterion of the RFQQ.

d. (M) Federal Highways Administration (FHWA)

Projects may be funded by FHWA funds, therefore Vendor must meet the requirements set forth in Appendix G: *FHWA 1273: Required Contract Provisions Federal-Aid Construction Contracts*.

e. (M) Additional Provisions

By submitting a Proposal, Vendor asserts the following:

- i. **Full Disclosure.** No representation or warranty by Vendor in its proposal or in any instrument, certificate or statement furnished to WSDOT pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or fails to state a material fact which is necessary to make the statements set forth therein not false or misleading.
- ii. **Contracts.** There are no contracts or other obligations outstanding for the sale, exchange, or transfer of Vendor's business interests in relation to the Vendor's performance of the Contract, or any portion thereof.
- iii. **Future Agreements.** With respect to the period prior to Contract execution from and after the date Vendor submits its proposal, unless this Agreement is terminated in accordance with its terms. Vendor agrees to not enter into any agreement, contract, commitment, lease or other transaction that affects its business description or organization as provided in the proposal.
- iv. **Litigation.** There is no pending, or to the best of Vendor's knowledge, there is no threatened lawsuit or material claim against or relating Vendor which may impede or materially affect Vendor's ability to perform the terms of the Contract.

4 **(M) COST PROPOSAL**

The Cost Proposal section has no page limit and shall be packaged and sealed separately from the remainder of the proposal. The inclusion of any pricing information in any section of the proposal other than the Cost Proposal may result in WSDOT rejecting the proposal as non-responsive.

Vendor shall submit pricing in U.S. dollars in the format requested in Appendix H: *Vendor Cost Tables*. Pricing submitted in any other form may result in WSDOT rejecting the proposal as non-responsive.

WSDOT will not be responsible for erroneous, hidden, non-disclosed, or underestimated costs.

The evaluation process is designed to award this procurement not necessarily to the Vendor(s) with the least cost, but rather to the Vendor or Vendors whose proposal is in WSDOT's sole judgment best meets the requirements of this RFQQ and the needs of the tolling program.

Proposals whose costs are considered inappropriate (outside of industry norms) will be eliminated during the evaluation process.

5 **SELECTION PROCESS**

WSDOT's evaluation criteria reflect a wide range of considerations. While the Vendor's price quotations are important, other factors are also significant. Selection of the Vendor(s) depends upon WSDOT's assessment of the Vendor's quality of services, the Vendor's potential impact on WSDOT day-to-day operations, and other qualitative and quantitative considerations. Consequently, WSDOT may select Vendors that are not necessarily proposing the lowest cost solution. The objective is to choose reliable and experienced Vendor(s) capable of providing effective and flexible products and services at a reasonable cost.

The selection process will identify qualified potential Vendor(s) whose equipment and services meet the technical requirements of this RFQQ as detailed in Appendix B: . Once the best qualified potential Vendor(s) are identified, WSDOT may further review its tolling program needs to determine which tolling technology selection(s) best meet its needs. WSDOT then may enter into Contract negotiations with one or more of the qualified Vendor(s).

5.1 **VENDOR EVALUATION PROCESS**

The RFQQ Coordinator may contact the Vendor for clarification of any portion of the Vendor's Response. The evaluation process is as follows. Responses will be evaluated by a team of evaluators on the following basis:

Criteria	Basis
Proposal Submittal Requirements	Pass/Fail

Criteria	Basis
Required Forms found in: Appendix C: Certifications and Assurances Forms Appendix D: Transponder Based Toll Technology Technical Requirements Compliance Matrix for each transponder and reader model offered Appendix E: Customer Reference Contacts Appendix H: Vendor Cost Tables	Pass/Fail
Financial and Business Information	Pass/Fail
Transponder Technology References and Experience	20%
Technical Requirements for Transponder Technology	40%
Approach to Services	20%
Cost Comparison within Like Technology	20%

A Response that fails in submitting a proposal that meets the submittal requirements including Financial and Business Information and pricing sheets will be eliminated from further consideration.

WSDOT will evaluate each RFQQ Response to determine if the Vendor is qualified, can meet the technical requirements as detailed in **Appendix B:** , and offers a cost competitive price for the same technology as other potential suppliers. Vendors passing this evaluation process may be awarded a contract based on the needs of the WSDOT tolling program.

5.2 CONTRACT AWARD(S)

To best meet the needs of the WSDOT tolling program, a further review will be completed to consider the impact that the transponder technology will have on its tolling program, effects on toll customers, feasibility of the toll technology, potential changes to toll operations and the overall cost to the tolling program

The qualified Vendor(s) who best meet the needs of the WSDOT tolling program will be recommended to WSDOT management for contract negotiations. Upon approval by WSDOT management, WSDOT will enter into contract negotiations. WSDOT may award multiple Contracts.

RFQQ ATTACHMENTS

Appendix A: *Complaint and Protest Procedures*

Appendix B: *ISO 18000 6C Tolling AVI Transponder Programming Standard*

Appendix C: *Certifications and Assurances Forms*

Appendix D: *Transponder Based Toll Technology Technical Requirements Compliance Matrix*

Appendix E: *Customer Reference Contacts*

Appendix F: *Sample Contract*

Appendix G: *FHWA 1273: Required Contract Provisions Federal-Aid Construction Contracts*

Appendix H: *Vendor Cost Tables*

